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STATE OF WISCONSIN  
BEFORE THE MEDIATOR/ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of the Petition of  
BROWN COUNTY PARA-PROFESSIONAL LIBRARY  
EMPLOYEES, LOCAL 1901-D, AFSCME, AFL-CIO  
To Initiate Mediation/Arbitration Between  
Said Petitioner and  
BROWN COUNTY

Case CCXVI  
No. 32773 MED/ARB-2639  
Decision No. 21688-A  
Sherwood Malamud  
Mediator/Arbitrator

Appearances:

James W. Miller, Representative, 2785 Whippoorwill Drive, Green Bay, Wisconsin 54304, appearing on behalf of the Union.

Kenneth J. Bukowski, Corporation Counsel Brown County, Courthouse, P.O. Box 1600, Green Bay, Wisconsin 54305, appearing on behalf of the Municipal Employer.

JURISDICTION OF MEDIATOR/ARBITRATOR

On June 5, 1984, the Wisconsin Employment Relations Commission appointed Sherwood Malamud to serve as the Mediator/Arbitrator to attempt to mediate issues in dispute between Brown County Para-Professional Library Employees, Local 1901-D, AFSCME, AFL-CIO, hereinafter the Union, and Brown County, hereinafter the County. If mediation should prove unsuccessful, said appointment empowered the Mediator/Arbitrator to issue a final and binding award, pursuant to Sec. 111.70(4)(cm)6.c. of the Municipal Employment Relations Act. A brief mediation session was conducted on August 20, 1984, which was followed by hearing in the matter. At the hearing, which was conducted at the main branch of the Brown County Library in Green Bay, Wisconsin, the parties presented testimony and evidence. The parties submitted briefs which were exchanged through the Mediator/Arbitrator on September 11, 1984. Based upon a review of the evidence and arguments submitted, and upon the application of the criteria set forth in Sec. 111.70(4)(cm), Wis. Stats., to the issues in dispute herein, the Mediator/Arbitrator renders the following Arbitration Award.

SUMMARY OF ISSUES

1. Salary.

The Union proposes a 5.5% across-the-board increase.

The County proposes a range of increases which impacts at 4.47 to 4.54% when applied to the classifications represented by the Union.

The cents per hour impact and difference between the proposals of the parties is reflected below:

Proposed Wage Increases Effective January 1, 1984

<u>Classification</u>	<u>'83 Wage</u>	<u>Union Proposed Increase</u>	<u>Union Proposed Wage</u>	<u>County Proposed Increase</u>	<u>County Proposed Wage</u>	<u>Difference: Proposed Hourly Rates</u>
Library Asst. I	\$6.36	35¢	\$6.71	29¢	\$6.65	6¢
Library Asst. II	\$7.14	39¢	\$7.53	32¢	\$7.46	7¢
Library Asst. III	\$7.85	43¢	\$8.28	35¢	\$8.20	8¢
Program Coord.	\$8.19	45¢	\$8.64	37¢	\$8.56	8¢
Dept. Specialist	\$8.26	37¢	\$8.63	45¢	\$8.71	8¢
Maintenance II	\$6.70	37¢	\$7.07	30¢	\$7.00	7¢
Driver I	\$7.92	44¢	\$8.36	36¢	\$8.28	8¢
Driver II	\$8.65	48¢	\$9.13	39¢	\$9.04	9¢

## BACKGROUND

The Brown County Library system operates a main branch in the City of Green Bay and maintains other branches within the County. The Union represents 52 employees in this para-professional unit. Thirteen employees are Library Assistants I, 14 are Library Assistants II, and 13 are Library Assistants III. There are three Department Specialists and six Maintenance workers II. There is one individual employed in each of the following classifications: Driver I, Driver II, and Adult Program Coordinator.

At the hearing, the parties agreed that it is difficult to compare the Brown County Library system to other library units. The comparables used by the parties in the past and in this arbitration dispute are city-wide library systems. The Brown County Library system is unique in Wisconsin.

Nonetheless, both the Union and the County premised their arguments on city-wide library units. The Union relies on the comparables used by Mediator/Arbitrator Gundermann in his award for the predecessor, 1983 Agreement.<sup>1</sup> Mediator/Arbitrator Gundermann found that the comparables to the Brown County Library System are the libraries maintained by the cities of: Appleton, Eau Claire, Fond du Lac, Kenosha, Sheboygan, West Bend, and Oshkosh.

The County did not use the City of Kenosha in any of the charts and exhibits which it presented. Furthermore, it is unclear from the exhibits presented whether the para-professional employees in Sheboygan either had not settled on wages for 1984 at the time of the hearing in this matter, or whether the 1983 wage rate was carried over through 1984. In any case, both the Union and the County used the 1983 Sheboygan rates in their discussion and analysis of the comparables. In addition, at certain classifications, the parties used different classification titles in the comparable units in their comparisons to the classifications in existence in the Brown County system.

In addition, the parties agreed that among the comparable city library systems, there are no comparable positions to the Brown County Library positions of Programmer Coordinator and Department Specialist.

Few of the comparables employ individuals in the classification of Driver I or Driver II and none maintain the two classifications in the organizational chart of the Brown County Library system of Driver I and Driver II. The Maintenance II position at the Brown County Library is often a position which is not included in the library unit in the city systems used as comparables herein, but are included in the city-wide "blue collar" units. This makes comparison of the rates of the Maintenance II position to the maintenance/custodial position in other units difficult.

It should be noted that the professional librarians are represented by an independent association in a separate collective bargaining unit.

The parties agreed at the hearing that the sole issue in this case is wages. No other fringe benefit or monetary item is at issue, herein.

It should be noted as well, that in the stipulations of agreed upon items, the parties agreed to conduct a classification study of the Library Assistant positions during calendar year 1984 for use in 1985 negotiations. In addition, the parties agreed that the duration of the agreement at issue herein is to be one year.

The total cost difference between the positions of the parties is approximately \$6,000 to \$7,000. Both the County and the Union agree as to the method of costing each proposal. There is slight disagreement as to the percentages provided by the Union in its Exhibit #10, concerning the percentage level of settlements achieved in other Brown County units in 1983

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<sup>1</sup>Brown County (Library) Case #CLXXI No. 30670, MED/ARB 1991.

and in 1984. In its brief, the County suggests minor corrections to the Union's figures for 1983. The Mediator/Arbitrator relied on the 1984 settlement figures in this Award. Hence, the 1983 figures were given little weight by the Mediator/Arbitrator.

The criteria to be used for resolution of this dispute are:

#### STATUTORY CRITERIA

Section 111.70(4)(cm)7 provides that:

In making any decision under the arbitration procedures authorized by this subsection, the mediator-arbitrator shall give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost-of-living.
- f. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private employment.

#### POSITIONS OF THE PARTIES

##### Union Position

As noted above, the Union asserts that it is difficult to compare the Brown County Library system to other library systems in existence in this state. The Union notes that the city-wide library systems used by Mediator/Arbitrator Gundermann in his award are systems which are smaller in size and much simpler in their organizational structure and make-up to that of Brown County. The thrust of the Union's argument is that its proposal provides for a measure of catch-up. In that regard, the Union compares the position of Library Assistant II in Brown County with the same position in Oshkosh. The Union notes that both systems maintain similar educational requirements for the occupants of that position, namely, two years of college education. Yet, Oshkosh pays 58¢ per hour more than Brown County. The Library Assistant III position in both the Oshkosh and the Brown County systems is one in which the incumbent must have a college degree. Yet, the County is 28¢ behind Oshkosh, if the County's offer is used and 20¢ behind if the Union's offer is used as a basis of comparison.

The Union asserts that the Library Assistant I is a clerical position. As such, comparisons may be made to the salary levels of clerical employees employed in other bargaining units of the County. In its Exhibit #12, the Union demonstrates that its proposal would place the salary of the Library Assistant I but 2¢ per hour above that of clerical employees employed at the Courthouse. The Union notes as well that its proposal would leave the Library Assistants I a nickel behind clerical employees employed in the Mental Health Center (assuming that the Employer prevails in the Mediation/Arbitration proceeding concerning the wage levels of these employees). The County's offer would leave the Library Assistant I position 4¢ per hour behind clerical Courthouse employees and 11¢ per hour behind clerical employees in the Mental Health Center, assuming the Employer prevails in that proceeding.

The Union notes that even under its proposal, the position of Maintenance II is far below the wage level paid by comparable employers to employees performing similar duties. The Union notes as well that in County Exhibit #9, there is but a 1¢ per hour difference between the average wage proposed by the County and the Union. Furthermore, under both proposals, the ranking of these employees relative to the Library employees at the top rate of the Library Assistant I position would remain third when compared to the wage level of the Library employees at the top rate of the I classification in the cities of Oshkosh, Fond du Lac, Appleton, and Sheboygan.

The Union concludes that the offer of the Union is the most reasonable and that its offer should be incorporated into the parties 1984 Collective Bargaining Agreement.

#### County Position

In its presentation, the County emphasizes the level of settlement achieved among the other represented units of Brown County. The County concludes that its final offer be chosen by the Arbitrator to be incorporated in the 1984 Collective Bargaining Agreement.

#### DISCUSSION

As noted in the Summary of Issues, the difference between the parties is quite narrow. In its book of exhibits, the Union includes job descriptions for all the classifications included in the collective bargaining unit. As noted in the Background section, the parties have agreed that the Personnel Department of the County shall initiate and conduct a classification study of the Library Assistant I, II, and III positions for use in negotiations for a successor to this Agreement. Consequently, the Arbitrator is not called upon to consider whether or not the salary range of the above noted classifications are appropriate. That issue is for the study to be conducted and for negotiations of the parties for a successor agreement.

In applying the statutory criteria to this wages-only dispute, the parties presented no arguments concerning the first three criteria listed above. These criteria provide no insight for the resolution of this dispute. Therefore, the Arbitrator does not discuss the criteria of "a. The lawful authority of the municipal employer; b. The stipulations of the parties; c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement." Rather, the fourth criterion is the principal one argued by the parties and considered by the Arbitrator in the resolution of this dispute.

#### COMPARABILITY

There are two aspects to the comparability issue. First, the internal comparison of the level of settlement proposed by the Union and the County as it compares to the settlements reached between the County and its other represented employees in other bargaining units. The second dimension to the comparability issue finds the Arbitrator comparing the salary levels of the Library Assistants I, II, and III to the salary levels of employees performing similar duties in the comparable library systems noted above.

### Internal Settlements

The percentage wage settlements in other collective bargaining units of Brown County for 1984 are as follows:

<u>Unit</u>	<u>Percent Settlement</u>	<u>Cents Per Hour</u>
Highway	4.6%	42¢
Electricians	4.67%	58¢
Airport Equipment	4.67%	42¢
Airport Utility	4.65%	37¢
Social Services Professional Employees	2.9% - 6%	28¢ - 74¢
Social Services Para-Professional	4.25%	26¢
Courthouse	4.15% - 4.53%	29¢ - 45¢
Museum Para-Professional	4.26% - 4.32%	26¢ - 34¢
Museum Professional	4.2% - 6%	39¢ - 46¢
Sheriff Department	5.18%	102.50¢/mo.
Sheriff Supervisory - Lieutenant	5.27%	120.50¢/mo.
Sheriff Supervisory - Captain	6.3%	152.50¢/mo.
Library (Professional)	3.94% - 5%	47¢/hr.

It is apparent from the above list, that only the law enforcement personnel employed in the Sheriff Department, both supervisory and nonsupervisory, received an increase in excess of 5% for 1984. In County Exhibit #8, the percentage settlement for professional Librarians is represented by the County at 4.5%. The County's proposal ranges from 4.47% to 4.54%, which represents an increase in cents per hour of 29¢ to 39¢ per hour at the various classifications listed above. The Union's proposal to increase salaries by 5.5%, or from 35¢ to 48¢ per hour, is higher than the settlements achieved in the other collective bargaining units. The County's proposal, in this regard, is slightly lower than the average percentage settlement of 4.63% of all the other Brown County units which were settled as of the date of hearing in this matter. Accordingly, on the basis of this aspect of the comparability criterion, the County's proposal is preferred.

### External Comparables

The job descriptions included by the Union in its Exhibit book provide some understanding of the duties performed by those employed in these various classifications. Before engaging in any comparisons, it is helpful to understand the duties performed by these employees.

The Library Assistant I performs a variety of clerical duties. Included in these duties, the occupant of said position operates a charge-out camera for checking out various materials, checks in all materials that are returned to the Library, types overdue notices, cards and other miscellaneous typing.

The Library Assistant II performs a variety of clerical and para-professional duties. The occupant of this position may be in charge of a small branch library. The occupant of this position also may answer general information and ready-reference requests, assign work to Library Assistant I's and pages in the absence of an immediate supervisor, types and files. The occupant of the position in an administrative setting, plans and implements a program of Library services which meets the interests and needs of the particular community, trains and supervises pages and volunteers, maintains the branch materials collection, prepares a yearly budget and annual report for administrative review.

The Library Assistant III performs a high level of para-professional Library duties and under the direction of a Librarian IV may be in charge of a medium-sized branch, mobile unit or hospital services. The occupant of this position in a staff setting, performs all of the duties of a Library Assistant II, but may also prepare book lists and bibliographies, may plan and carry out Library programs and projects, operates audio-visual and technical equipment and prepares extensive monthly statistical reports. In the administrative setting, the occupant of this position administers a medium-sized branch, mobile unit or hospital services. The occupant may plan and implement a program of Library services for a particular community, train and supervise

Library Assistant I's and II's and pages. The occupant of this position prepares a yearly budget and maintains the branch's Library material collection.

Forty of the 52 person unit are employed as a Library Assistants I, II or III. Consequently, the Arbitrator employs these three classifications as the principal positions for purposes of comparison.

This Arbitrator employs the same comparables used by Mediator/Arbitrator Gundermann in his award in the dispute concerning the 1983 Agreement. However, since this Arbitrator will focus upon the Library Assistant classifications, the Arbitrator has divided the seven comparables used by Arbitrator Gunderman into a set of primary comparables consisting of four city library systems which maintain classifications similar to the Library Assistant I, II, and III. The primary comparables are Oshkosh, Fond du Lac, Eau Claire and Sheboygan.

The secondary comparables consist of the remaining three city library systems used by Arbitrator Gundermann. These systems do not maintain positions in each of the classifications of Library Assistant I, II, and III. These comparables consist of Appleton, West Bend, and Kenosha.

The Union premises its proposal on the fact that the employees in the unit need a higher raise than other County bargaining units in order to achieve catch-up with the external comparables. Analysis of the external comparables yields the following results. In Chart No. 1, on the following page, the Arbitrator has modified Union Exhibit 13 by inserting and noting the average hourly rate at the Library Assistant I, II and III at the primary comparables of Oshkosh, Fond du Lac, Eau Claire, and Sheboygan, as well as, the average wage level at each of these classifications for both the primary and secondary comparables.

The County offer is closer to the average hourly rate at the Library Assistant I, II and III when one considers the primary comparables. However, if both the primary and secondary comparables are used, then the Union's offer is closer to the average at the Library Assistant I, II and III.

It is noteworthy, that at the Maintenance II position both the offer of the County and the Union are far below the average of the seven comparables by at least \$1.80 per hour. It is apparent from the hourly wage rates reflected at the comparables that both the County and Union offer are far below whatever comparables are used at this classification. Although the Maintenance positions in the comparable units are often in an overall city-wide unit, nonetheless it appears from this record that the occupants of those positions perform duties similar to those performed by the Maintenance II employees in Brown County. Accordingly, the Union's proposal at this classification is preferred, because it is slightly higher than the County's offer at this classification.

It is difficult to draw any comparison at the Driver I and II classification. The County's offer appears preferable in light of the fact that at the Driver I classification, its proposed offer of \$8.28 exceeds the average by 9¢ per hour. However, what is most noteworthy is that the County maintains a Driver II classification, unlike any other comparable system, which provides further opportunity for advancement. There are only

CHART NO. 1

Positions (Paraprofessional) In Libraries By Top Wage Rates  
 (As of August, 1984)\*  
 Based on Union Exhibit #13

Library Asst I		Library Asst II		Library Asst III		Driver I		Driver II		Maintenance II	
1. Kenosha	8.99	1. Kenosha	10.72	1. Appleton	9.20	1. Fond du Lac	8.52	1. Kenosha	10.65	1. Kenosha	10.39
2. Appleton	7.15	2. Oshkosh	7.88	2. Oshkosh	8.31	2. Oshkosh	8.02			2. Eau Claire	9.45
3. Oshkosh	6.65	3. Sheboygan	7.18	3. Eau Claire	8.25	3. Sheboygan	8.02			3. West Bend	9.35
4. Fond du Lac	6.46	4. Eau Claire	7.05	4. Sheboygan	8.02					4. Sheboygan	9.25
5. Eau Claire	6.30	5. Fond du Lac	6.66	5. Fond du Lac	7.50					5. Fond du Lac	8.52
6. Sheboygan	6.16	6. West Bend	6.40							6. Oshkosh	8.16
7. West Bend	5.10									7. Appleton	6.97
Average Primary Comparables		6.39	7.19	8.02		--		--		--	
Average Primary & Secondary Comparables		6.88	7.64	8.25		8.19		10.65		8.87	
<u>Union Offer</u>		6.71	<u>Union Offer</u> 7.53	<u>Union Offer</u> 8.28		<u>Union Offer</u> 8.36		<u>Union Offer</u> 9.13		<u>Union Offer</u> 7.07	
<u>County Offer</u>		6.65	<u>County Offer</u> 7.46	<u>County Offer</u> 8.20		<u>County Offer</u> 8.28		<u>County Offer</u> 9.04		<u>County Offer</u> 7.00	

\*No comparables were found for Program Coordinator and Department Specialist at the paraprofessional level (i.e., Comparable to Brown County.)

Program Coordinator: Union Offer 8.64; County Offer 8.56

Department Specialist: Union Offer 8.71; County Offer 8.63

Primary Comparables are: Oshkosh, Fond du Lac, Eau Claire, Sheboygan

Secondary Comparables are: Kenosha, Appleton, West Bend

Nonetheless, the comparability criterion has two dimensions, the internal and external comparables. The Arbitrator concludes that the internal comparables support the offer of the County. Since the external comparables support both positions, the Arbitrator concludes that, on the basis of the internal comparability factor, the County's offer is more comparable than the Union's proposal on wages.

#### COST OF LIVING

Both the offers of the Union and the County exceed the cost of living. In its book of exhibits, the Union includes one which demonstrates that the cost of living over an 18 month period is 5.68%. It is best to look at the increase in cost of living over a period of one year. Furthermore, it is most appropriate to look at the increase in cost of living during the one year period preceding the commencement of the successor agreement. The cost of living increased 3.8% during calendar year 1983 based upon the consumer price index for the United States for all urban consumers. With that noted, the cost of living criterion provides little assistance in choosing between the offer of the County and the Union.

The parties agreed that the matter in dispute here does not concern the overall level of compensation or the impact of the overall level of compensation on the economic issue in dispute here. Accordingly, the parties provided little by way of exhibit or argument on this criterion. It is not considered in this Award. Similarly, the two remaining statutory criteria were not raised by the parties in their arguments and are not considered by the Arbitrator in this Award.

#### SELECTION OF THE FINAL OFFER

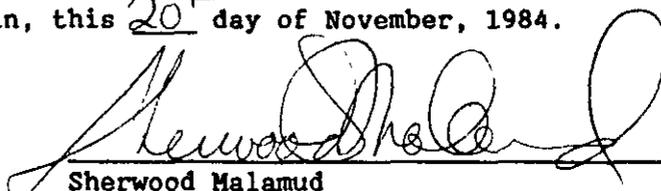
Based upon the internal comparables, the Mediator/Arbitrator concludes in this Award that the proposal of the County is preferred to that of the Union. Since this is a wages-only dispute and the comparability factor is the principal issue argued by the parties and considered by the Arbitrator, it follows therefore that the proposal of the County in this wage dispute is preferred.

On the basis of the above discussion, the Mediator/Arbitrator issues the following:

#### AWARD

Based upon the statutory criteria in Sec. 111.70(4)(cm)7a-h of the Municipal Employment Relations Act, the evidence and arguments of the parties, and for the reasons discussed above, the Mediator/Arbitrator selects the final offer of Brown County to be included, together with the stipulations of the parties, in the 1984 Collective Bargaining Agreement between Brown County and Brown County Para-Professional Library Employees, Local 1901-D, AFSCME, AFL-CIO.

Dated at Madison, Wisconsin, this 20<sup>th</sup> day of November, 1984.

  
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Sherwood Malamud  
Mediator/Arbitrator